

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 07-81-CEB, Request for Reduction of Penalty – Stacy Dudley (previous owner) and U.S. Bank (current owner)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Carolyn Jane Spencer

EXT: 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from \$47,250.00 to \$25,027.57 which represents a 50% reduction of the total lien plus administrative costs of \$1,402.57 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood – Stacy Dudley (previous owner) and U.S. Bank (current owner), and require these costs to be paid within 60 days or the lien will revert to its original amount (\$47,250.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$47,250.00 to an amount set by the Board of County Commissioners for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$47,250.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals \$47,250.00 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$47,250.00 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

BACKGROUND:

In response to a complaint, on May 29, 2007, the Code Enforcement Officer observed the following violation located at 1620 Ridge Avenue, Longwood: Unusable or abandoned furniture, unusable or abandoned appliances or white goods, an accumulation of trash and debris, uncultivated vegetation in excess of 24" in height and located within 75' from any structure, stagnant or foul water in a swimming pool, swimming pool not secured according to code and other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of the county in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

The timeline on these violations is below:

DATE	ACTION	RESULT
May 29, 2007	Notice of Violation issued to Respondent.	Violations remain.
July 24, 2007	Lis Pendens.	U.S Bank's Notice of Lis Pendens recorded.
July 31, 2007	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
August 2, 2007	Notice of Hearing mailed to Respondent.	Certified mail returned to Clerk. Property posted.
August 23, 2007	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of August 31, 2007 for the unsecured pool and September 28, 2008 for the remaining violations with a fine of \$250.00 per day if violations are not corrected by compliance dates.
September 4, 2007	Affidavit of Non-Compliance for unsecured pool filed by the Code Enforcement Officer after reinspection.	Violation remains.
September 6, 2007	Letter enclosing Affidavit of Non-Compliance and Notice of October 25, 2007 hearing to impose a lien with the Statement of Violation, Board letter and Notice of Initial Hearing sent to U.S. Bank, the lis pendens bank.	U.S. Bank's signed certified mail receipt returned to Clerk dated September 10, 2007.
October 1, 2007	Affidavit of Non-Compliance for remaining violations filed by the Code Enforcement Officer after reinspection.	Violations remain.
October 25, 2007	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of \$13,750.00 with fine continuing to accrue at \$250.00 per day until compliance is obtained. U.S. Bank's signed certified mail receipt returned to Clerk dated November 2, 2007 for letter enclosing Order.
December 22, 2008 (Inspection occurred in 2007 but Affidavit not issued until 2008)	Affidavit of Compliance filed by Code Enforcement Officer for unsecured pool after reinspection on December 14, 2007.	Pool secured.
March 18, 2008	Final Summary Judgment of Mortgage Foreclosure	Judgment of Foreclosure extinguished the accruing lien from inception to Certificate of Title.
June 10, 2008	Certificate of Title	Ownership transferred to U.S. Bank. Lien begins to accrue as of this date.
December 16, 2008	Affidavit of Compliance filed by Code Enforcement Officer for remaining violations after reinspection on December 16, 2008.	Remaining violations corrected. Lien totals \$47,250.00 for 189 days of non-compliance, from Certificate of Title date until final compliance date.
December 22, 2008	Request for Reduction received.	Request for Reduction received with a Contract for Sale attached requiring this item to be fast tracked.

January 27, 2009	Board of County Commissioners' meeting to hear Request for Reduction.	Respondent did not appear. \$47,250.00 lien reduced to \$25,027.57 which represents a 50% reduction plus administrative costs if paid within 60 days. This reduced amount was not paid within 60 days and the lien reverted to the original amount of \$47,250.00
February 5, 2009	Second Request for Reduction received.	U.S. Bank is requesting a second hearing concerning the reduction as closing agent failed to send an attorney to the January 27, 2009 hearing.
March 24, 2009	County Attorney requested Board consensus concerning U.S. Bank's second lien reduction request.	The Board voted unanimously to bring the U.S. Bank's Request for Reduction back for consideration.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **\$401,623.00**. The lien totals **\$47,250.00**.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of \$47,250.00 to \$25,027.57 which represents a 50% reduction of the total lien plus administrative costs of \$1,402.57 for the property located at 1620 Ridge Avenue, Longwood, based on the following facts:

- 1) Based on established Planning procedures, these types of violations and being in non-compliance for 189 days would warrant a 50% reduction of lien.

Staff further recommends that this amount, \$25,027.57, be paid within 60 days or the lien will revert to its original amount (\$47,250.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Statement of Violation & Request for Hearing
2. Notice of Hearing
3. Findings of Fact
4. Affidavit Of Non Compliance
5. Order imposing Lien
6. Affidavit Of Compliance
7. 1st Request for Reduction w/ contract for sale
8. Property Appraiser Data
9. Estimate of Costs
10. 2nd Request for Reduction
11. Satisfaction of Lien

Additionally Reviewed By:

☒ County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 07-81-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Section 95.4, as defined in Section 95.3 (e)(f)(g)(h)(n)(o)(p)**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **1620 Ridge Ave, Longwood, Seminole County
Tax Parcel #: 20-20-30-502-0E00-0030**

Commissioner's District: **4**
Sheriff's District: **3**

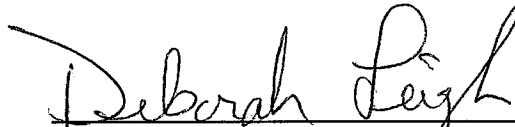
NAME AND ADDRESS OF OWNER: **Stacy Dudley
2399 Wexford Dr
Atlanta, GA 30349**

DESCRIPTION OF VIOLATION: **1. Unusable or abandoned furniture; 2. Unusable or abandoned appliances; 3. Trash and debris; 4. Uncultivated vegetation; 5. Stagnant/foul water within a swimming pool; 6. Unsecured pool; and 7. Any other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the County.**

DATE VIOLATION FIRST OBSERVED: **May 29, 2007**
DATE 1st NOTICE OF VIOLATION: **May 29, 2007**
DATE VIOLATION TO BE CORRECTED: **August 15, 2007**
DATE OF REINSPECTION: **July 31, 2007**
INSPECTION RESULTS: **The above listed described violations still exist on the property**

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 31st DAY OF JULY 2007



Deborah Leigh, Senior Code Enforcement Officer
Seminole County Sheriff's Office

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of July 2007 by Deborah Leigh, who is personally known to me.

Notary Public in and for the
County and State of Florida



CAFÉ REPORT #: 2007CE002691

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political subdivision
of the State of Florida,

CASE NO – 07-81-CEB

Petitioner,

vs.

**STACY DUDLEY
PARCEL I.D. NO – 20-20-30-502-0E00-0030**

Respondent.



NOTICE OF HEARING

To: **STACY DUDLEY
2399 WEXFORD DRIVE
ATLANTA, GEORGIA 30349**

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 23rd day of August 2007**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

- 1) UNUSABLE OR ABANDONED FURNITURE**
- 2) UNUSABLE OR ABANDONED APPLIANCES OR WHITE GOODS**
- 3) THE ACCUMULATION OF TRASH AND DEBRIS**
- 4) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**
- 5) STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL**
- 6) SWIMMING POOL NOT COMPLETELY ENCLOSED BY PERMANENT FENCING**
- 7) ANY OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER, SUBSTANCE, OR MATERIAL TENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES, AND/OR WELFARE OF THE CITIZENS OF THE COUNTY**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7941.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 2nd day of August 2007.

Jane Spencer
Clerk to the Code Enforcement Board
Seminole County, Florida

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,
vs.

STACY DUDLEY
PARCEL I.D. NO – 20-20-30-502-0E00-0030

Respondent.

CASE NO. 07-81-CEB
CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: *[Signature]*
DATE: 8/29/07

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 07-81-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 20-20-30-502-0E00-0030) located at 1620 Ridge Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

- (b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

It is hereby ordered that Violation (o), Number 6, presents a serious threat to the public health, safety, and welfare of the citizens.

It is hereby ordered that the Respondent shall correct Violations 1, 2, 3, 4, 5 and 7 on or before **September 28, 2007**. In order to correct the violations, the Respondent shall take the following remedial action:

- 1) REMOVE UNUSABLE OR ABANDONED FURNITURE (e)
- 2) REMOVE UNUSABLE OR ABANDONED APPLIANCES OR WHITE GOODS (f)
- 3) REMOVE THE ACCUMULATION OF TRASH AND DEBRIS (g)
- 4) REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE (h)
- 5) REMOVE STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL (n)
- 7) REMOVE ANY OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER, SUBSTANCE, OR MATERIAL TENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES, AND/OR WELFARE OF THE CITIZENS OF THE COUNTY (p)

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007127891 BK DB007 Pgs 1737 - 1738, (2pgs) REC'D 09/04/2007 10:50:54 AM
REC FEES 18.50, REC'D BY G.Hartford

RETURN TO SANDY MCCANN

It is further ordered that the Respondent shall correct Violation 6 on or before **August 31, 2007**. In order to correct this violation, the Respondent shall take the following remedial action:

6) SECURE SWIMMING POOL ACCORDING TO CODE (o)

If the Respondent does not comply with the Order, a fine of **\$250.00 per day** will be imposed for each day the violations continue or are repeated after compliance past **September 28, 2007** for Violations 1, 2, 3, 4, 5, and 7 and **August 31, 2007** for Violation 6.

The Respondent is further ordered to contact the **Seminole County Code Officer** to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 23rd day of August 2007, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

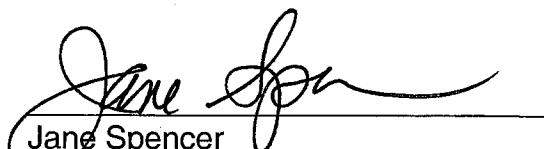

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of August 2007, by Tom Hagood, who is personally known to me.



Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Through
Atlantic Bonding Co., Inc.


Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

Petitioner,

vs.

STACY DUDLEY,

Respondent.

CASE NO: 07- 81-CEB

CERTIFIED COPY

CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: *Jane Spire*

DATE: 9-6-07

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **August 31, 2007**.
3. That a reinspection was performed on **September 4, 2007**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the swimming pool as not been secured according to code**.

FURTHER AFFIANT SAYETH NOT.

DATED this 4th day of **September 2007**.

Deborah Leigh

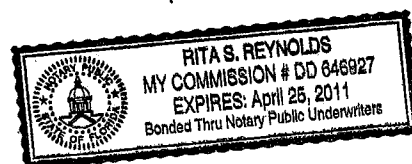
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 4th day of **September 2007**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Rita S. Reynolds
Notary Public in and for the County
and State Aforementioned
My commission expires:

AFFNON.COM



MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007136830 BK 06818 Pg 1539; (1pg) REC'D 09/14/2007 02:14:57 PM
REC FEES 10.00, RECD BY: G.Hartford

RETURN TO SANDY MCCAN?

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

CASE NO: 07- 81-CEB

Petitioner,

vs.

STACY DUDLEY,

Respondent.

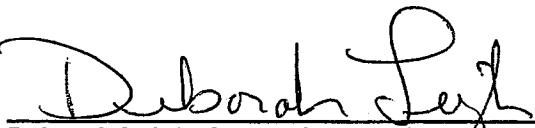
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1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 30, 2007**.
3. That a reinspection was performed on **October 1, 2007**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the unusable or abandoned furniture; unusable or abandoned appliances; trash and debris; uncultivated vegetation; stagnant/foul water within a swimming pool; and any other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the County.**

FURTHER AFFIANT SAYETH NOT.

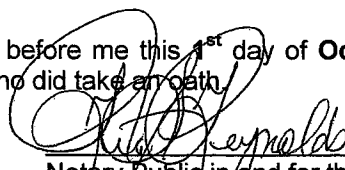
DATED this 1st day of October 2007.


Deborah Leigh, Senior Code Enforcement Officer

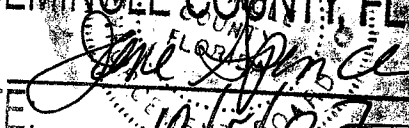
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 1st day of October 2007, by Deborah Leigh, who is personally known to me and who did take an oath.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL


Notary Public in and for the County
and State Aforementioned
My commission expires:



BY: 
DATE: 10/5/07

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007190342 BK 06840 Pg 0217, (1pg) RECD 10/22/2007 02:41:56 PM
REC FEES 10.00, RECD BY G Harford

RETURN TO SANDY MCCAMM

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

RECORDED BY G Harford

BK 6859

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 07-81-CEB

Petitioner,
vs.

CERTIFIED COPY

**CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL**

**STACY DUDLEY
PARCEL I.D. NO - 20-20-30-502-0E00-0030**

Respondent.

BY: Gene Spencer
DATE: 10/30/07

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 20-20-30-502-0E00-0030) located at 1620 Ridge Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

This case came on for public hearing before the Code Enforcement Board of Seminole County on August 23, 2007, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondent did not take certain corrective action by August 31, 2007 and September 28, 2007.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on September 4, 2007 and an Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the other required actions had not been obtained after reinspection on October 1, 2007.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated August 23, 2007, the Board orders that a lien in the amount of **\$13,750.00** for 55 days of non-compliance at \$250.00 per day, from August 31, 2007 through and including October 25, 2007, be imposed; and the fine shall continue to accrue at **\$250.00** per day for each day the violations continue or are repeated past October 25, 2007.

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 25th day of October 2007, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of August 2007, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 07-81-CEB

Petitioner,
vs.

STACY DUDLEY (previous owner)
U S BANK NATIONAL ASSN (current owner)
PARCEL ID #: 20-20-30-502-0E00-0030

Respondent.
_____ /

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 28, 2007**.
3. That a re-inspection was performed and the Respondent was in compliance on **December 16, 2008**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **unusable or abandoned furniture, unusable or abandoned appliances, the accumulation of trash and debris, the uncultivated vegetation, the stagnant foul water in the swimming pool and the objectionable/unsightly matter or material has been removed.**

FURTHER AFFIANT SAYETH NOT.

DATED this 16th day of December 2008

Deborah Leigh

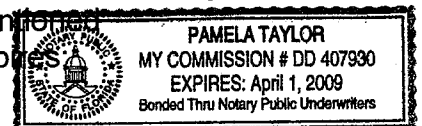
Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of December 2008, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Pamela Taylor

Notary Public in and for the County
and State Aforementioned
My commission expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 07-81-CEB

Petitioner,
vs.

STACY DUDLEY (previous owner)
U S BANK NATIONAL ASSOC. (current owner)
PARCEL ID#: 20-20-30-502-0E00-0030

Respondent.
_____ /

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have secured the swimming pool on or before **August 31, 2007**.
3. That a re-inspection was performed and the Respondent was in compliance on **December 14, 2007**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **pool has been secured**.

FURTHER AFFIANT SAYETH NOT.

DATED this 22nd day of December 2008

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

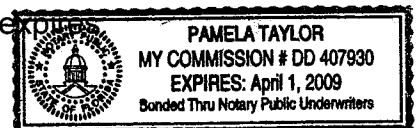
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 22nd day of **December 2008**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Pamela Taylor

Notary Public in and for the County
and State Aforementioned

My commission expires



SEMINOLE COUNTY
CODE ENFORCEMENT BOARD

CASE NO. 07-81

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: US Bank

Property Address: 11020 Ridge Ave
Longwood, FL 32750

Phone number(s) where you can be reached during the day: 954-452-1214 *Holly Hokenstrom*

Is the property now in compliance? YES ☒ NO ☐
(If No, explain in detail) _____

Are you claiming a financial hardship? YES ☐ NO ☐

Are you claiming a medical hardship? YES ☐ NO ☐

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Thick R. Peltier POA

Relationship: US Bank POA Asset Manager

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Nicole Pollock, do hereby submit this
REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of
penalty imposed and in support offer the following statement:

This was a foreclosed property, and
since the bank took possession, we
have had this property put back into
compliance.

Requesting fines be waived since this
property has been corrected of all violations
since it has transferred back to the
Banks possession.

We had this property in Compliance
July 27, 2008 & I am getting the
invoice from Cypress Services to show
this was completed.

Date:

12/22/2008

Signed:

Nicole Pollock

Print Name:

Nicole Pollock

STATE OF FLORIDA
COUNTY OF SEMINOLE Broward

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and
take acknowledgments, Nicole Pollock, who after first being duly sworn,
acknowledged before me that the information contained herein is true and correct. He/she is not
personally known to me and has produced _____ as identification
and did take an oath.

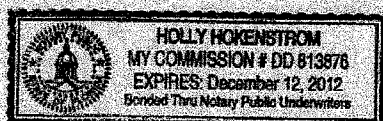
Date:

12/22/08

Notary Public

My commission expires:

12/12/12



RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

REO DIVISION
Jennifer Power



RESIDENTIAL REAL ESTATE, INC.

Independently Owned And Operated By
NRT Incorporated

Fax:

To: NANCY

From: Jennifer Power

Fax:

Pages:

Date: 12/19/08

RE: 23743651- 1620 RIDGE AVENUE

COMMENTS: CLOSE DATE: 1/15/09

**SELLERS SIGNED CONTRACT. PLEASE MAKE SURE
TITLE HAS A COPY AND THEY'VE ORDERED
UPDATES TO TITLE AND LIEN SEARCH.**

**CLOSER: Sunbelt Title Agency, SUZANNE MICHAEL, 727-
723-6002, Fax 727-723-6005**

**PLEASE EMAIL AN UPDATE ON CLOSING EACH
WEEK.**

**I NEED TO KNOW WHEN APPRAISAL IS ORDERED
AND COMPLETED ALONG WITH INSPECTIONS.**

*You should have utilities on already at initial assignment, unless
deemed unsafe.*

**IMPORTANT: I need you to verify we are clear of any Liens
and/OR CITY VIOLATIONS. Also make sure buyer gets HOA
approval timely, if needed.**

THANKS

**CONTRACT COVER FORM**

OF SHOWINGS: _____

PROPERTY ADDRESS:**1620 RIDGE AVENUE LONGWOOD, FLORIDA 32750**

REO Number: _____

***LOAN & TITLE TO BE TAKEN UNDER THE LEGAL NAME OF: ***

ALISON HOLMES

(Seller's title company will prepare deed based on above. Once seller has executed deed, any costs due to vesting changes requested by buyer/lender will be assumed by the buyer.)

BUYERS LENDER INFORMATION

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ FAX #: _____

CHECK HERE IF CASH: XXX

BUYERS ATTORNEY OR TITLE COMPANY

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ FAX #: _____

HOA INFORMATION

COMPANY NAME _____

CONTACT NAME _____

PHONE # _____ FAX # _____

LISTING BROKER COMPANY NAME: _____

ADDRESS: _____

AGENT NAME: _____

PHONE #: _____ FAX # _____

SELLING BROKER COMPANY NAME: Coldwell Banker Residential Real Estate

ADDRESS: 2160 W SR 434 Suite 100 Longwood, Florida 32779

AGENT NAME: Joe Russo, P.A.

PHONE #: 407-963-7393

FAX #: 407-774-8117

OFF#: 407-682-2600

Seller Initials *JR* Buyer Initials *HA*

"As Is" Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As-Is"

**COLDWELL
BANKER**

RESIDENTIAL REAL ESTATE

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

1* PARTIES: Chase ("Seller"),
2* and Alison Holmes ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:
6* (a) Legal description of the Real Property located in Seminole County, Florida:
7* 20 20 30 502 DEED 0030 Leg Lot 3 blk E Hensons Acres PB 9 PG 99
8* (b) Street address, city, zip, of the Property: 1620 Ridge Avenue, Longwood, FL 32750
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s)
10 unless specifically excluded below.
11* Other items included are: All items on the property as seen
12*
13* Items of Personal Property (and leased items, if any) excluded are:
14*

15* II. PURCHASE PRICE (U.S. currency): \$ 215,000.00
16 PAYMENT:
17* (a) Deposit held in escrow by SUNBELT TITLE ("Escrow Agent") in the amount of (checks subject to clearance) \$ 10,000.00
18* Escrow Agent's address: 28750 US HWY 19 N SUITE 400 CLEARWATER, 32761 Phone: 727-723-6092
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of \$ _____
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ n/a
21* (d) Other \$ _____
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations \$ 205,000.00

24* III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
25 a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before 12.22.08, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless otherwise
27 stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:
32* ☒ (a) This is a cash transaction with no contingencies for financing;
33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed _____ %, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 BUYER: Buyer shall use reasonable diligence to obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not
39 be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real
41 estate licensee(s), and Closing Agent.
42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's
49 lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s)
50 shall be returned to Buyer.
51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
52* ☐ (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).

53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* (CHECK ONLY ONE): ☒ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* ☐ (2) Buyer at Buyer's expense.
57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on 01.15.09 ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61 Insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,
 63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise
 64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record
 65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
 66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
 67 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for personal

68* purpose(s).
 69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
 70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard
 71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and
 72 liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed
 74 provisions of this Contract in conflict with them.

75* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
 76* assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

77 **XI. DISCLOSURES:**

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
 79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
 80* as of Closing, shall be paid as follows: ☒ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
 81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
 82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
 84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
 85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
 87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
 92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF
 94 PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR
 95 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU
 96 HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

97 **XII. MAXIMUM REPAIR COSTS: DELETED**

98* **XIII. HOME WARRANTY:** ☒ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____

99* at a cost not to exceed \$ 649.00

100* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have 4 days from Effective Date ("Inspection Period") within
 101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
 102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
 103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;
 104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract
 105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely
 106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released
 107 of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel
 108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,
 109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements
 110 required by Buyer's lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:

112* ☐ CONDOMINIUM ☐ VAFHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

113* ☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

114* Special Clause(s): Contingent on inspections to the satisfaction of the buyers at buyers discretion. If the property inspection does not meet

115* buyers approval, as per deposits will be returned in full to the buyer without penalty to the buyer by seller or respective brokers. If property is

116* deemed to be uninsurable buyer has right to cancel contract and receive all escrowed funds returned without penalty from brokers or seller.

117* _____

118* _____

119* _____

120* _____

121* _____

122* _____

123* _____

124* _____

125* _____

126* **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of
 127 "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

AA

128
129

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

130
131
132
133
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135*
136*

(BUYER)

Alison Holmes

(DATE)

(SELLER)

Alison Holmes

(DATE)

137*

(BUYER)

(DATE)

(SELLER)

Sellers' address for purposes of notice

(DATE)

139* Buyers' address for purposes of notice

140*

141*

Phone

Phone

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
143 this Contract:

144* Name: Coldwell Banker Joe Russo, P.A. 407-963-7363

145 Cooperating Brokers, if any

Listing Broker

"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS (CONTINUED)

218 following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)
 219 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30
 220 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand
 221 by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real
 222 Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title
 223 as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
 224
 225 Q. **ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit
 226 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to
 227 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-
 228 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall
 229 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a
 230 party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall
 231 fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
 232 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in
 233 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be
 234 paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to
 235 any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this
 236 Contract or gross negligence of Agent.
 237 R. **ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation,
 238 which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475,
 239 F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.
 240 S. **FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer
 241 and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the
 242 execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at
 243 Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable
 244 after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's
 245 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
 246 T. **CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records.
 247 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one
 248 gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All
 249 notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this
 250 Contract and any signatures hereon shall be considered for all purposes as an original.
 251 U. **CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as
 252 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the
 253 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.
 254 V. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No
 255 modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.
 256 W. **SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or
 257 which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied,
 258 as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to
 259 a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the
 260 Property without compliance with governmental regulation which have not been disclosed to Buyer.
 261 X. **PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including, but
 262 not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and Casualty Loss excepted. Seller shall, upon reasonable
 263 notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of
 264 Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all assignable repair
 265 and treatment contracts and warranties to Buyer at Closing.
 266 Y. **1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property
 267 under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the
 268 execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent
 269 upon, nor extended or delayed by, such Exchange.
 270 Z. **BUYER WAIVER OF CLAIMS:** Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in
 271 the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer
 272 or anyone claiming by, through, under or against the Buyer.

"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: DELETED

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee-estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - Purpose - left blank)

N. INSPECTION AND REPAIR: DELETED

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrences shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the

Mold Inspection Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®

COLDWELL
BANKER®

RESIDENTIAL REAL ESTATE

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between _____ Chase _____ (Seller) and _____ Alison Holmes _____ (Buyer) concerning the Property located at 1820 Ridge Avenue, Longwood, FL 32750

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within 5 days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds \$ 100.00, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

Seller: _____ / _____ Alison Holmes _____ Date: 5/19/08
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer: A Holmes / _____ Alison Holmes _____ Date: 2/1/08
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

America 

Cashier's Check

No. 6536596

Date: DECEMBER 17, 2008		3610140	
Pay to the order of: ALISON BOLLES		Payee	
Remainder (Purchased By)		Payee	
0001001 00000 006536596		0001001 00000 006536596	
ONE THOUSAND DOLLARS AND 00 CENTS**		\$ **10000.00**	
FROM BANK TITLE		Authorized Signature	
VOID AFTER 90 DAYS		VOID AFTER 90 DAYS	

⑈6536596⑈ ⑆114000019⑆ 001641002054⑈

THIS DOCUMENT REFLECTS A WATERMARK ON THE BACK OF THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

Royalties Gold Account No. [REDACTED]

Date	Description	Withdrawn	Paid In	Balance
22-Sep-2008	C/L CASHLINE 20SEP	£20.00		£132,570.19
19-Sep-2008	POS 8902 18SEP08 1223 EYEMOUTH FILL ST EYEMOUTH	£12.49		£132,590.19
18-Sep-2008	001838	£8.00		£132,602.68
18-Sep-2008	000178 832030		£80,000.00	£132,610.68
17-Sep-2008	001837	£10.98		£52,610.68
17-Sep-2008	C/L CASHLINE 17SEP	£80.00		£52,621.66
17-Sep-2008	INT 16SEP NET 00215004		£5.18	£52,681.66
16-Sep-2008	STATEMENT PRODUCED			
15-Sep-2008	D/D HYDRO-ELECTRIC	£16.00		£52,676.48
15-Sep-2008	D/D BRITISH RED CROSS	£5.00		£52,692.48
15-Sep-2008	D/D BT GROUP PLC	£36.00		£52,697.48
15-Sep-2008	S/O CHILDLINE FP 15/09/08 30 54021601683877000R	£5.00		£52,732.48
15-Sep-2008	S/O CANCER REASERCH	£5.00		£52,737.48
12-Sep-2008	BAC KM138532A DWP SP		£372.62	£52,742.48

\$ 139,463

75 100

75,188

86,000

\$ 339,751

POP

Items with today's date have still to be confirmed and are included for information purposes only.

This service is available, 24 hours a day, 7 days a week through Direct Banking. To join call 08457 222 345.

12/18/2008 09:04 FAX
18/12/2008 12:43 01898-751652

COLDWELL BANKER
RBS EYEMOUTH

012
PAGE 02/82

Account Transaction Details
At 18 December 2008 12:31 pm



Instant Access Savings Account No. 0015

Date	Description	Withdrawn	Paid In	Balance
24-Nov-2008	STATEMENT PRODUCED			
21-Nov-2008	SBT FUNDS TRANSFER FROM A/C 00215004		£50,000.00	£50,000.00

= £75,100

INDEX 02 ACCOUNT 001988312.....QUALIFIER BRANCH 832030
MORE...

STATEMENT DATE QUARTERLY NEXT 24 FEB 09

TD14 SPX

POSTAL CLASS

ADDRESS
MRS LAURIE M MACASKILL
4 HALLYDOWN COTTAGES
EYEMOUTH
BERWICKSHIRE

INSTANT ACCESS SAVINGS

Items with today's date have still to be confirmed and are included for information purposes only. This service is available, 24 hours a day, 7 days a week through Direct Banking. To join call 08457 222 345.

832030 001988312 MACASKILL MRS
Registered in Scotland No 80512 Registered Office: 88 St. Andrew Square, Edinburgh EH2 2DY

18 DEC 2008 12:31

STATEMENT DETAILS

**BANK OF
SCOTLAND**

DATE 09.12.2008

RECEIPT

WE ACKNOWLEDGE THE RECEIPT OF

INTERNAL 50,059.18

TOTAL 50,059.18

CREDITED TO

ROLL NUMBER 2/65767067- 8

THANK YOU
REF 4669/00/RT/111

= 75,188

SIGNATURE

Bank of Scotland plc. Registered in Scotland number SC327000.
Registered Office: The Mount, Edinburgh EH1 1YH

1/10302-2 (04/07) s/c



**SCOTTISH
BUILDING SOCIETY**

FAX MESSAGE

BORDERS AREA OFFICE: 48 Bank Street, Galashiels TD1 1EP
Tel: 01896 753682 Fax: 01896 750111 Legal Post: LP-11 Galashiels
Tel: 01896 753682 Fax: 01896 750111

TO: JOE RUSSO

FROM: JAN - SCOTTISH BUILDING SOCIETY

DATE: 18.12.08

NO OF PAGES: (including this one) 1

This message is confidential and may contain privileged information intended only for the addressee. It must not be copied or delivered or its contents disclosed to anyone other than the addressee. If you have received this fax in error, please notify the sender immediately by telephoning 01896 753682.

Mrs L Macaskill - 4704704552

The Society confirms that the balance on the above investors account is £33304.16.

33,304 x 1.502 = 50,000

IF YOU HAVE ANY PROBLEMS RECEIVING THIS FAX PLEASE CONTACT 01896 753682

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Chase Home Finance Counterproposal to Purchase and Sale Agreement

SECTION I

RE: This counterproposal amends the proposed Contract dated ___ between Chase Home Finance, (Seller) and ALISON HOLMES, (Buyer), relating to the sale and purchase of the following described real estate in the County of SEMINOLE, FLORIDA:

Known as 1620 RIDGE AVENUE, LONGWOOD, (Property)

The Buyer accepts the counterproposal which amends the proposed Contract as follows:

- **PRICE:** The total Purchase Price shall be \$215000. The Earnest Money of \$10000 is due upon acceptance and is to be held by the Seller's/buyer's Title Company or Seller's/buyer's Attorney.
- **SELLER CONCESSIONS:**

Closing Costs (not to exceed):	<u>\$50.00</u>
Repair credit/allowance:	<u>\$50.00</u>
Negotiated Treatment and/or repairs:	<u>\$50.00</u>
Lender Required Repairs:	<u>\$50.00</u>
Homeowners Warranty Amount:	<u>\$50.00</u>
Other:	<u>\$50.00</u>
Other:	<u>\$50.00</u>

Commission is paid on gross sales price

If Seller has agreed to any costs on behalf of the Buyer, these costs will be reimbursed at the time of closing. In the event closing does not occur, Buyer will be responsible for any costs he or she has incurred resulting from this Contract. Agreed upon closing costs paid by Seller will be reimbursed at the time of closing based on actual closing costs (not a lump sum credit).

- **CLOSING:** The closing shall be on or before 1/15/09. (the "Closing Date") The Seller's Closing Agent will be SUNBELT TITLE, SUZANNE MICHAEL, 727-723-6002.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

IN THE EVENT ANY PROVISIONS OF THIS COUNTERPROPOSAL CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS COUNTERPROPOSAL WILL PREVAIL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH SAME.

Buyer's Initials AA

The terms and conditions of this Contract are further countered and/or modified to include the following:

1. Special Warranty Deed. The Seller shall furnish to Buyer at closing, either a Special Warranty Deed, a Quitclaim Deed or its local equivalent. Buyer intends to hold title in the name of:

Buyer's Initials AA

2. Consideration of Offers. Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers to purchase, regardless of the date of receipt and that Seller may accept or reject any offer in its sole discretion. Seller's acceptance of this offer is evidenced solely by Seller's signature herein and no prior oral discussions or representations if any by Seller or its agents, shall be binding against Seller unless set forth in this Counterproposal.

3. Special Conditions. Buyer acknowledges that Seller obtained the Property by foreclosure or a deed in lieu of foreclosure. The Contract may be subject to the following: (1) approval by the private mortgage insurer, (2) repurchase of the Property by the prior mortgage servicer or insurer, or (3) the ability of the Seller to clear title as required by the Contract. In the event that any of these conditions apply, the Seller shall notify the Buyer that the sale is canceled and the Seller shall promptly refund the Buyer's earnest money. This shall be the Buyer's sole and exclusive remedy and Seller shall have no further obligations to the Buyer whatsoever. The property is subject to a one (1) year Right Of Redemption starting from the foreclosure sale date of ___ if the subject property is located in the State Of Alabama.

Buyer's Initials AA

Seller's Initials X

Neither Seller nor any person acting as Seller's representative or agent has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer hereby acknowledges that Seller shall not be providing Buyer with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller and its representatives or agents from any and all liability resulting from the non-delivery of such disclosure statement and/or Certificate of Occupancy.

Buyer's Initials JA

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Buyer agrees to purchase the Property "AS-IS," subject to the Property conditions that exist as of the Closing Date. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

Buyer's Initials JA

4. Personal Property. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assigns may incur as a result of any condition or defect which may now or hereafter exist with respect to the Property. There will be no Bill of Sale provided at Closing with the exception of the Mobile Home title.

Buyer's Initials JA

5. Occupied Property. In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) the existence of a written lease agreement, (ii) the term of such tenancy, (iii) whether or not the tenants are current with their rent payments, (iv) the amount of rent that should be paid, or (v) compliance with rent control or registration laws or any other applicable federal, state and/or local law. In addition the Seller does not hold any security deposits for any tenant(s) and will not transfer any security deposits to the Buyer. After closing of the purchase and sale of the subject Property, it shall be the Buyer's sole responsibility for the return of security deposits and any interest upon demand of any tenant(s).

6. As Is Condition. Buyer accepts the Property in "AS IS" condition at the time of closing, including any hidden defects known or unknown. Buyer understands, acknowledges and agrees that neither Seller nor any person acting as Seller's representative and/or agent is making any warranties or representations, either express or implied, as to the condition of the Property. The Property is being conveyed to Buyer(s) in its "AS IS, WHERE IS" condition. It is the right and responsibility of the Buyer to inspect the Property and Purchaser must satisfy himself/herself as to the condition of the Property. Buyer hereby releases and agrees to hold harmless Seller and Seller's agents from any and all claims or liability with respect to the condition of the Property. Buyer acknowledges that any costs associated with treatment for wood-boring insects (termites, bees, etc), or to repair existing wood-boring insect damage, is to be at the expense of the buyer.

Seller, most specifically, make no warranty or representation to whether the utilities serving the Property are public or private.

Buyer's Initials JA

7. Buyer's Right to Inspect: Buyer acknowledges its opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's selection. Buyer agrees that these inspections shall be made at Buyer's own expense and all such inspections shall be completed within seven (7) days from the execution of this Counterproposal by the Seller. Buyer shall rely solely on Buyer's inspection and review to evaluate the condition of the Property. Buyer further acknowledges and agrees that he/she is not relying on any statements or representations made by Seller or Seller's agents (including but not limited to information disclosed on the MLS) as to the condition of the Property and/or to any improvements thereon, including, but not limited to, heating, sewage, roof, foundations, soils, septic, lot size or suitability of the Property and/or its improvements for particular purposes or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any local, city, county, state and/or federal statutes, codes or ordinances. Buyer acknowledges that it is Buyer's responsibility to obtain inspection reports as to the condition of the Property and/or to any improvements thereon, by qualified professionals on the appliances, structural components, heating / air conditioning, sewage, roof, foundations, soils, septic systems, plumbing, suitability for use of the Property, utilities and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, radon, asbestos, lead paint, mold or any other factors that would render the Property

Buyer's Initials JA

Seller's Initials 6

uninhabitable or dangerous to the health of the occupants, or otherwise not in compliance with any law or regulation, or any other factors regarding the Property about which Buyer may be concerned. If Buyer fails to inspect the Property, such failure shall not alter or impair the understanding and agreement between the Seller and Buyer as set forth in the Contract. No inspections may be made by any building or zoning inspector or government employee without the prior consent of Seller.

Buyer agrees to indemnify Seller and fully protect, defend and hold Seller, its affiliates, parent, tenants, agents, employees and contractors, harmless from and against any and all claims, costs liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property or to any adjoining property, or any injury to Buyer or any other persons that may result or arise out of inspections made by Buyer or its agents, contractors, employees and/or contractors prior to closing.

8. Risk of Loss: Seller shall maintain the Property until transfer of title in materially the same condition as of the date of the acceptance of this Counterproposal, except for ordinary wear and tear. If prior to closing, the Property is damaged, the Seller may make repairs to restore it to the same condition as of the date of acceptance of this Counterproposal. If the Seller elects to not repair the Property, the Buyer may accept the Property in its damaged condition, re-negotiate the Contract or declare the contract null & void upon which the earnest money deposit will be returned to the Buyer which shall be Buyer's sole and only remedy. Under no condition will Seller's insurance proceeds, if any, be assigned to the Buyer.

Upon closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood, or title insurance on the Property. All hazard, flood and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer will be responsible for obtaining the required hazard, flood and mortgagee title insurance if lender so requires prior to closing.

9. Subject to: (Initial applicable sections; non-applicable sections should be marked "N/A")

 A. CASH: The Contract for Sale, to which the Counter Proposal is attached, is a cash transaction. Verification of funds required to close shall be provided to Seller with the Buyer Executed copy of this Counter Proposal. Buyer, herewith, acknowledges and agrees that five (5) days from the inspection deadline, the earnest money shall become non-refundable. If this sale fails to close on the Closing Date, herein, due to the Buyer's fail to provide cash at the Closing, or for any other related reasons including but not limited to a change from cash to financing, both the Buyer and Seller agree that all earnest monies shall be immediately released to the Seller as liquidated damages.

Execution of this document, will serve as a written release, and the only release necessary, for the escrow company or closing agent to immediately release this earnest money to the Seller.

 B The Buyer may obtain financing from the lender of Buyer's choice. Within seventy-two (72) hours of execution of this Counter Proposal, Buyer agrees either to apply for financing or to provide evidence to the Seller that a lender has pre-approved Buyer for financing. Proof of lender's unconditional commitment to lend must be provided to Seller with 14 days of execution of this Counter Proposal. Buyer shall pay for any and all costs associated with the loan application process, including but not limited to Application fee, appraisal and credit report, unless Buyer's payment of such a cost is restricted due to financing insured by a governmental agency.

10. Survey and Other Costs: If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the Title Company and the lender within the stated closing period herein and will be at the Buyer's expense. In the event the Seller is obligated to give extended coverage, which is normal and customary, Seller will not be required to do so if the title company requires a survey and a survey has not been obtained by the Buyer at Buyer's sole cost which is acceptable to the title company. Additionally, if Buyer elects to have attorney representation at closing, it will be at the expense of the Buyer.

11. Settlement/Closing: The settlement/closing shall be held in the offices of the Seller's attorney or agent or at a place designated and approved by the Seller. Closing shall occur on or before the 1/15/09 and the Purchaser shall make every effort to meet this deadline. Should the closing extend beyond this date, through no fault of the Seller, Seller shall be entitled to a \$100 Per Diem fee for each day of such. Said extension must be in writing and pre-approved by the Seller. Notwithstanding the foregoing, it is understood and agreed that Seller shall retain the right to cancel the Contract and pursue the remedies contained herein if the Buyer fails to meet the stated deadline. The sale may not close in escrow without the prior written consent of the Seller.

12. Negative Sale Proceeds: It is agreed by Buyer and Seller that if unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the Contract and return any deposit monies to the Buyer.

13. Prorations at Closing: All prorations, including but not limited to, taxes, HOA dues & assessments, utilities, including but not limited to, gas, electric, water and sewer charges, shall be to date of closing. Any pre-payments made by the seller, covering any period of time past the date of closing, for taxes, HOA dues & assessments, utilities, including but not limited to, gas, electric, water and sewer charges will be refunded to the seller by the buyer at closing.

Tax prorations shall be based on 100% of the last available tax bill or upon the Tax Assessor's latest valuation and the current tax rate. Any special assessments which are now a lien on the Property and payable in installments shall be prorated to date of closing and shall be assumed and paid by the Buyer from that date forward. All pre-payments made by the seller covering any period of time past the date of closing will be refunded to the seller by the buyer at closing. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

Buyer's Initials

Seller's Initials

HOA prorations shall be to date of closing and based on the assessment rate at time of closing. Any special assessments levied and payable in installments shall be prorated to date of closing and shall be assumed and paid by Buyer from that date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF SETTLEMENT CHARGES, INCLUDING BUT NOT LIMITED TO, TAXES OR HOA FEES AFTER CLOSING.

14. Lender-Required Repairs. Should any lender, insuring entity or agency require that certain repairs be made to the Property or that certain other conditions be met, the Seller at its sole option, may comply with such requirements or terminate the Contract. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract. Seller's responsibility for any repairs required by Buyer as a result of inspection by Buyer, a lender or required as a condition set forth in a FHA/VA commitment shall not exceed \$_____ (the "Repair Limit Amount"), inclusive of termite repairs. If the cost for any such repairs exceeds the Repair Limit Amount then either (i) Buyer shall be responsible at its sole cost and expense for any amounts exceeding the Repair Limit Amount and the Contract shall remain in full force and effect without any abatement in the purchase price or, (ii) Seller shall have the right to terminate the Contract and return all earnest monies paid by Buyer to Buyer with no further obligation by Seller.

Buyer's Initials AA

15. Condition and Conveyance of Title: Seller agrees to deliver insurable title and agrees to pay for the Buyer's policy of title insurance from the Title Insurance Company of Seller's choice as listed below. However, the Buyer may choose to purchase title insurance from a different title company at their own expense. Seller will not be responsible for any "Gap" title insurance coverage and will not under any event provide an Affidavit of Title or other similar documents in which Seller is requested to make representations or warranties with respect to title.

Seller's title insurance provider:

First American Title Insurance Company

If the Seller is unable to give insurable title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, then the Seller shall bear any nominal expense and use reasonable efforts to remove any defects in title, or to deliver possession as provided herein. Seller is under no obligation to use extraordinary measures or to bring any actions or proceedings in order to convey title in accordance with this agreement. If this cannot be accomplished by ten (10) days after the scheduled Closing Date in the Contract, the Contract shall terminate and Buyer shall receive a refund of the earnest money deposit made hereunder as Buyer's sole and absolute remedy, or Buyer may, by written notice on or before the Closing Date under the Contract, waive any objections to Seller's inability to convey or deliver.

For purposes of this paragraph Seller shall be deemed to be able to convey clear title to Buyer if a reputable title insurance company will underwrite a title insurance policy insuring that title will vest in the Buyer at closing.

AA Seller

Buyer

to provide title insurance

Buyers title insurance provider:

Phone: _____

Fax: _____

In the event Buyer chooses to obtain their own fee policy and or title exam, they shall order the same within three (3) days of Seller's execution of this Counterproposal or all objections to title shall be waived.

Buyer's Initials AA

16. Occupancy of the Property. Under no circumstances is the Buyer to be granted, or assume possession of the Property prior to the seller receiving the full sales proceeds due the seller, as indicated on the HUD-1 settlement statement signed by the seller. Violation of this prohibition by the listing agent, buyer's agent, or buyer, will result in legal remedy. In the event Buyer causes the Property to be altered, occupies the Property, or permits any other person to occupy the Property prior to the seller receiving the full sales proceeds, then Buyer shall be in default of the Contract of Sale and Buyer's earnest money deposit and rights to any improvements to the Property shall be forfeited to the Seller. In addition, any access to the Property prior to closing is prohibited unless accompanied by the Seller or Seller's Agent, unless otherwise agreed to in writing.

17. Taxes.

A. Seller's Right to Contest Taxes. Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments or dues of any condominium, planned unit development or similar community or other homeowners' association, (collectively, "Taxes") for any calendar year, fiscal year or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of the escrow on the Property (the "Closing Tax Period") or that precedes the date of the close of escrow on the Property (the "Closing"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Buyer shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Agreement. Seller shall have no duty to contest Taxes, and may dismiss, settle, or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

Buyer's Initials AA

Seller's Initials X

- B. **Entitlement to Refund.** Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Purchaser hereby irrevocably assigns to Seller any right, title or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Buyer shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller. Notwithstanding anything in this Addendum or the Contract to the contrary, however, Seller shall not be entitled to any refund of Taxes that are attributable solely to any change in land usage or ownership of the Property occurring at or after Closing, all of which shall be paid by Buyer.

18. **Default.** In the event Buyer defaults in the performance of this Contract, it is expressly agreed that the entire earnest money deposit shall be paid to Seller as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that said liquidated damages shall not be construed or deemed to constitute a penalty and the right given to the Seller to retain said earnest money shall not constitute Seller's sole and exclusive remedy. For purposes of this paragraph, if the Contract entered into between Buyer and Seller states that the Buyer will be purchasing the subject Property as an all cash transaction (i.e. Buyer will not be obtaining third party financing), it is expressly understood that Seller will be materially relying on said representation. As such, if the Buyer subsequently elects to purchase the Property via third party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above. In the event of default by Seller, Buyer shall be entitled to a return of the earnest money deposit as the Buyer's sole and exclusive remedy.

Buyer's Initials AA

19. **Installation of New Locks and Transfer of Utilities.** Buyer shall be responsible for the installation of new locks and transferring of all Utilities on the Property immediately after the closing, and Buyer shall hold Seller and Seller's representative and agents harmless from and indemnify Seller and Seller's representatives and agents against any and all damages, claims, liens, losses liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller and Seller's representative and agents as a result of Buyer's failure to install new locks or transfer all Utilities on the Property.

20. **Assignability.** Buyer may not assign or transfer this Contract. Any such attempted assignment shall be void and without effect.

22. **Performance.** The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.

Buyer's Initials AA

23. **Real Estate Broker Commissions.** The total commission payable by Seller pursuant to this sale shall be based upon the terms of the Listing Agreement. The closing agent is authorized and directed to pay said commission from the sale proceeds at closing as per the terms of the Commission Breakdown Form to be provided by Seller. No real estate broker commissions shall be paid unless the closing of the purchase and sale of the Property is consummated and title to the Property passes to Purchaser. The commission will be paid on the gross sales price on offers that includes Seller concessions.

24. Additional Provisions:

The undersigned approve and accept this Counter Proposal and acknowledge and agree that this Counter Proposal is a legally binding agreement and is made part of the aforementioned Contract in like manner as if it were directly set forth therein.

25. All other terms and conditions of the proposed Contract shall remain the same.

This counterproposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party to this document received notice of such acceptance on or before 12/18/08.

If accepted, the proposed Contract, as amended hereby, shall become a Contract between Seller and Buyer

BUYER

Date:

A. Thomas
12/17/08

SELLER

Date:

[Signature]
12/19/08

BUYER

Date:

Buyer's Initials _____

Seller's Initials AA

SECTION II TO COUNTERPROPOSAL

LEAD-BASED PAINT DISCLOSURELead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also presents a risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer

Seller acknowledges that Seller has been informed of Seller's obligation. Seller is aware that Federal laws require Seller to permit Buyer a 10 calendar day period to conduct risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10-calendar day period immediately following final Seller's signature, herein. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

6A A. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- ☒ X Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain)
N/A

6B B. Records and reports available to Seller (check one box below):

- ☒ X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
N/A

Buyer's Acknowledgment

- MA C. Buyer has read the Lead Warning Statement above and understands its contents.
MA D. Buyer has received copies of all information, including any records and reports listed by Seller above.
MA E. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."
MA F. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
MA G. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of the Contract to Buy and Sell Real Estate, or
☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statement I have made are accurate to the best of my knowledge.

SELLER [Signature]

Date 5/19/08

BUYER [Signature]

Date 12/17/08

Seller's (Listing) Agent

Date

Buyer's (Selling) Agent [Signature]

Date 12.17.08

Buyer's Initials _____

Seller's Initials _____



RBS Royal Bank
of Scotland

Date: 18-12-08

Eyemouth Branch

Market Place

Eyemouth

Berwickshire TD14 6HE

Telephone: 01890 750369

Facsimile: 01890 751652

www.rbs.co.uk

Sort code: 82-20-50

To: Jo Russo

Fax No: 001 407 774 8117

Phone:

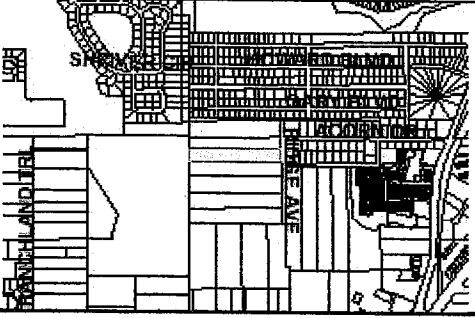


From: RBS, Eyemouth

No of pages
(including header)

(5)

Please call us if this facsimile transmission is incomplete or illegible

This message is confidential and for use by the addressee only. The contents are not to be disclosed to anyone other than the addressee. The recipient, if not the addressee, is hereby notified that unauthorised use of the information is strictly prohibited. Please advise the sender immediately by telephone of any error in transmission. If you are not the addressee, please return the papers to us at our cost.

PARCEL DETAIL DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-865-7505																																																																															
GENERAL Parcel Id: 20-20-30-502-0E00-0030 Owner: U S BANK NATIONAL ASSN Mailing Address: 10790 RANCHO BERNARDO RD City,State,ZipCode: SAN DIEGO CA 92127 Property Address: 1620 RIDGE AVE LONGWOOD 32750 Subdivision Name: HENSONS ACRES Tax District: 01-COUNTY-TX DIST 1 Exemptions: Dor: 01-SINGLE FAMILY		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">VALUE SUMMARY</th></tr> <tr> <th>VALUES</th><th>2009 Working</th><th>2008 Certified</th></tr> <tr> <td>Value Method</td><td>Cost/Market</td><td>Cost/Market</td></tr> <tr> <td>Number of Buildings</td><td>1</td><td>1</td></tr> <tr> <td>Depreciated Bldg Value</td><td>\$167,586</td><td>\$184,457</td></tr> <tr> <td>Depreciated EXFT Value</td><td>\$8,529</td><td>\$8,529</td></tr> <tr> <td>Land Value (Market)</td><td>\$208,637</td><td>\$208,637</td></tr> <tr> <td>Land Value Ag</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Just/Market Value</td><td>\$384,752</td><td>\$401,623</td></tr> <tr> <td>Portability Adj</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Save Our Homes Adj</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Assessed Value (SOH)</td><td>\$384,752</td><td>\$401,623</td></tr> <tr> <td colspan="3">Tax Estimator</td></tr> </table>	VALUE SUMMARY			VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$167,586	\$184,457	Depreciated EXFT Value	\$8,529	\$8,529	Land Value (Market)	\$208,637	\$208,637	Land Value Ag	\$0	\$0	Just/Market Value	\$384,752	\$401,623	Portability Adj	\$0	\$0	Save Our Homes Adj	\$0	\$0	Assessed Value (SOH)	\$384,752	\$401,623	Tax Estimator																																								
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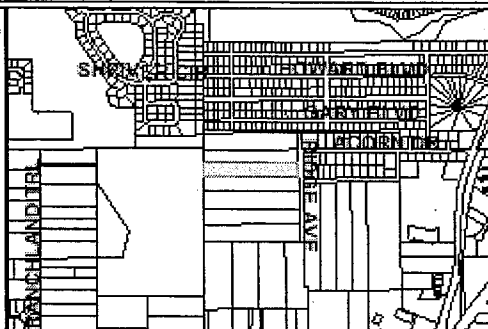
PARCEL DETAIL

DAVID JOHNSON, CFA, ASA

PROPERTY APPRAISER

SEMINOLE COUNTY, FL

1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id: 20-20-30-502-0E00-0030

Owner: DUDLEY STACY

Mailing Address: 2399 WEXFORD DR

City, State, Zip Code: ATLANTA GA 30349

Property Address: 1620 RIDGE AVE LONGWOOD 32750

Subdivision Name: HENSONS ACRES

Tax District: 01-COUNTY-TX DIST 1

Exemptions:

Dor: 01-SINGLE FAMILY

2007 WORKING VALUE SUMMARY

Value Method: Market
Number of Buildings: 1
Depreciated Bldg Value: \$196,303
Depreciated EXFT Value: \$8,529
Land Value (Market): \$208,637
Land Value Ag: \$0
Just/Market Value: \$413,469
Assessed Value (SOH): \$413,469
Exempt Value: \$0
Taxable Value: \$413,469

Tax Estimator

Tax Reform Analysis

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	07/2006	06366	1477	\$635,000	Improved	Yes
QUIT CLAIM DEED	01/2006	06129	0275	\$299,200	Improved	No
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WARRANTY DEED	01/1985	01608	1566	\$50,000	Improved	No
CERTIFICATE OF TITLE	12/1983	01514	1418	\$38,100	Improved	No

Find Comparable Sales within this Subdivision

2006 VALUE SUMMARY

2006 Tax Bill Amount: \$5,700

2006 Taxable Value: \$353,684

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
ACREAGE	0	0	2.980	70,000.00	\$208,600
ACREAGE	0	0	1.840	20.00	\$37

LEGAL DESCRIPTION

PLATS:

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

BUILDING INFORMATION

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NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed

Estimate of Costs
CEB Case # 07-81-CEB
STACY DUDLEY (former owners)
U.S. BANK (current owner)

<u>Postage</u>				
Regular	9	\$.41	\$ 3.69	
Certified	9	\$ 5.32	\$47.88	
				\$51.57
<u>Processing Time for</u>				
<u>Code Enforcement and BCC Action</u>				
Code Board Secretary	3 hours	\$ 38.00	\$114.00	
Code Board Attorney	1 hour	\$135.00		
Planning Manager's Review	1 hour	\$ 186.00		
Planning and Development Director's Review	1 hour	\$ 202.00		
Deputy County Manager's Review	1 hour	\$ 259.00		
County Attorney's Review	1 hour	\$135.00		
				\$1,031.00
Other associated costs not captured:				
Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 7 # of additional page docs - 2				\$87.00
(\$10.00 first page, \$8.50 each additional page)				
<u>ESTIMATED COST FOR PROCESSING CASE # 07-81-CEB</u>				
<u>By the Planning Division</u>				\$1,169.57
<u>ESTIMATED COST FOR PROCESSING CASE # 07-81-CEB</u>				
<u>By the Seminole County Sheriff's Office</u>				\$233.03
<u>TOTAL COST FOR PROCESSING CASE # 07-81-CEB</u>				\$1,402.57

Case# 07-81-CEB Stacy Dudley

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Senior Code Enforcement Officer: Deborah Leigh

DATE	PERSONNEL ACTIVITY	HOURS
5/29/07 through 12/16/08	12 inspections at 30 minutes each	6
	Prepare CEB package, attend and present CEB Case	1
		x \$33.29
TOTAL PERSONNEL COSTS		233.03

DATE	TANGIBLE GOODS OR SERVICES	COST
1. 7/19/07	Mailed Notice of Code Violation	.42
2.		
3.		
4		
TOTAL TANGIBLE AND/OR SERVICE COSTS		\$.42

The Seminole County Sheriff's Office has incurred actual costs in the amount of **\$ 233.45** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator:

Date _____

Attested to this

23

day of

December

, 2008,

by

At Law Enforcement Officer

1/5 Donna Kisko
Law Enforcement Officer

**SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 07-81-CEB**

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: U.S. Bank

Property Address: 1620 Ridge Ave., Longwood, FL 32750

Phone number(s) where you can
be reached during the day: _____

954-385-5097

*(Michael Dulin
Atty for U.S.
Bank
Chase*

Is the property now in compliance? YES ☒ NO ☐
(If No, explain in detail) _____

Are you claiming a financial hardship? YES ☒ NO ☐

Are you claiming a medical hardship? YES ☐ NO ☒

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Ximena Wolf

Asst Vice-Pres

Relationship: _____

Ximena Wolf
Asst Vice-Pres

I, _____, do hereby submit this
REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of
penalty imposed and in support offer the following statement:

U.S. Bank initiated a foreclosure on this property and on June 10, 2008 a Certificate of Title was issued to the bank. On July 27th the property should have been deemed compliant as the trash, abandoned furniture and debris had been removed from the property. Also, the pool had been secured with a code compliant pool crate. Lastly, the yard was maintained and pool chemicals added on a regular basis.

Unfortunately, the Board of County Commissioners did not hear this evidence because the closing agent failed to send an attorney to the hearing on January 27, 2009. This was not due to any fault on the part of U.S. Bank. Unfortunately, U.S. Bank now faces a Code Lien of \$25,027.57 (for a property that was apparently brought into compliance just 6 weeks after the Certificate of Title was issued).

Accordingly, U.S. Bank respectfully requests an opportunity to speak in front of the Board of County Commissioners as U.S. Bank should not suffer any prejudice for their vendor's error.

Date: 2/3/09

Signed: _____

Print Name: _____

Ximena Wolf
Asst Vice-Pres

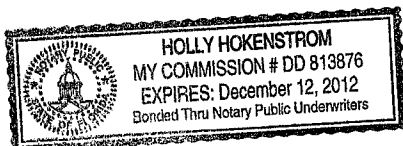
STATE OF FLORIDA
COUNTY OF Broward

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Ximena Wolf, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced _____ as identification and did take an oath.

Date: 2/3/09

Holly Hokenstrom
Notary Public

My commission expires: 12/12/12



RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:

CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 07-81-CEB, filed against STACY DUDLEY and filed by and on behalf of Seminole County, on October 25, 2007, and recorded in Official Records Book 06859, Pages 1631-1632, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 3 BLK E HENSONS ACRES
PB 9 PG 99

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at their
April 28, 2009 regular meeting.

County Attorney